

**THIRD AMENDMENT TO
DECLARATION FOR
ARROWHEAD CONDOMINIUMS**

(Amending Section 15.4 of the Declaration to Remove Ambiguity as to What Is Insured within the Individual Dwellings under the Association's Property Damage Insurance Policy)

THIS THIRD AMENDMENT TO DECLARATION FOR ARROWHEAD CONDOMINIUMS ("Third Amendment") is adopted by the affirmative vote or agreement of more than sixty-seven percent (67%) of the Unit Owners of Units to which more than sixty-seven percent (67%) of votes are allocated in ARROWHEAD CENTRE CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation ("Association"), with the approval of CENTRE AVENUE RESIDENCES, LLC, a Colorado limited liability company ("Declarant").

RECITALS

A. The Declaration for Arrowhead Condominiums was recorded on January 9, 2012, at Reception No. 20120001705 of the Larimer County, Colorado records ("Declaration").

B. The Declaration was amended by a First Amendment to Declaration for Arrowhead Condominiums recorded on December 4, 2013, at Reception No. 20130088444 of the Larimer County, Colorado records ("First Amendment").

C. The Declaration was amended by a Second Amendment to Declaration for Arrowhead Condominiums ("Second Amendment") that was adopted just prior to the adoption of this Third Amendment at the same Annual Meeting and which will be recorded just prior to the recordation of this Third Amendment.

D. The Declaration, as amended by the First Amendment and the Second Amendment, shall be herein referred to as the "Amended Declaration."

E. Section 24.2 of the Declaration provides, in part, that the Declaration, or any provision thereof, may be amended as to the whole or any portion of the Property, as allowed and provided in the Act.

F. For convenience of reference, capitalized terms herein shall have the meanings ascribed to said terms in the Amended Declaration or as otherwise specified in this Third Amendment.

G. C.R.S. §38-33.3-217 provides that the Declaration may be amended by the affirmative vote or agreement of Unit Owners of Units to which more than fifty percent (50%) of

votes in the Association are allocated or any larger percentage, not to exceed sixty-seven percent (67%), that the Declaration specifies.

H. Section 21.4.1 of the Declaration provides that no amendment of any material provision of the Declaration described in Section 21.4 of the Declaration may be effective without the vote of at least sixty-seven percent (67%) of the Owners in the Association (subject to Section 24.3 of the Declaration) and the approval in writing of at least sixty-seven percent (67%) of the Eligible Mortgage Holders.

I. Section 2.19 of the Declaration defines "Eligible Mortgage Holder" as follows:

"Eligible Mortgage Holder" means a First Mortgagee or any insurer or guarantor of a First Mortgage which has notified the Association in writing of its name and address and status as a holder, insurer, or guarantor of a First Mortgage.

...

J. By his/her execution of this Third Amendment, the Secretary of the Association hereby certifies that no Eligible Mortgage Holder exists inasmuch as no First Mortgagee or any insurer or guarantor of a First Mortgage has notified the Association in writing of its name and address and status as a holder, insurer or guarantor of a First Mortgage.

K. The purpose of this Third Amendment is to further amend the Amended Declaration to remove to remove ambiguity in the Declaration as to what is insured within the individual dwellings under the Association's property damage insurance policy as provided in Section 15.4 of the Declaration and as more fully provided below.

L. The Board of Directors of the Association has adopted a resolution approving this Third Amendment.

M. At the Association's Annual Meeting of the Members held on November 21, 2016, Owners being at least sixty-seven percent (67%) of the Owners in the Association entitled to cast sixty-seven percent (67%) or more of the votes in the Association voted to adopt this Third Amendment and consented to amendment of the text of Section 15.4 of the Declaration as shown below.

NOW, THEREFORE, the Amended Declaration is hereby further amended and modified as follows:

1. Amendment of the Text of Section 15.4 of the Declaration. The text of Section 15.4 of the Declaration is hereby amended to read as follows:

Section 15.4. Property Damage Insurance. The Association shall obtain and maintain in full force and effect property damage insurance on all insurable improvements located on or constituting part of the Common Elements, the Limited Common Elements, and the Individual Air Space Units, together with all

building service equipment and common personal property and supplies of the Association, covering the interests of the Owners and their Mortgagees, as their interests may appear. Such insurance will not, unless the Board of Directors directs otherwise, cover furniture or other personal property supplied or installed by Owners within the Individual Air Space Units. The insurance shall provide like kind and quality replacement coverage, carried in an amount equal to full insurable replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage), and shall include a replacement cost endorsement and an agreed amount endorsement waiving the requirement of coinsurance. Additional and/or new improvements or fixtures completed or installed by Owners within Individual Air Space Units will be insured via the Association's insurance policy, provided that any Owner wishing to make such changes first submits a proposal to the Board of Directors for review and approval prior to any changes actually being made and the Board of Directors approves such changes. The Board of Directors will not unreasonably withhold its approval of such changes, particularly if the changes are reasonably consistent with the quality and finish within the other Individual Air Space Units.

The property damage insurance obtained and maintained by the Association shall afford protection against at least the following:

[the remainder of Section 15.4 remains unchanged]

2. Certification by Association. The execution of this Third Amendment by the Secretary of the Association constitutes a representation that no Eligible Mortgage Holders, as such term is defined in the Declaration, exist at the time of the adoption of this Third Amendment.

3. Effective Date. The effective date for this Third Amendment shall be the date of the recording of this Third Amendment with the Clerk and Recorder of Larimer County, Colorado.

[signature page to follow]

4

IN WITNESS WHEREOF, the undersigned Secretary of the Association hereby certifies that 10 Owners being at least sixty-seven percent (67%) of the Owners in the Association entitled to cast sixty-seven percent (67%) or more of the votes in the Association have adopted this Third Amendment by the affirmative vote or agreement of such Owners with the consent of the Declarant as evidenced below. The undersigned Secretary further certifies that the records of such vote of the Owners in the Association, along with a copy of this Third Amendment as executed and recorded, shall be part of the corporate records of the Association and shall be available for inspection in accordance with the provisions of the Act.

ARROWHEAD CENTRE CONDOMINIUM
ASSOCIATION, a Colorado nonprofit corporation

By [Signature]
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 21st day of November, 2016, by [Signature], as Secretary of ARROWHEAD CENTRE CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: 1/28/18

[Signature]
Notary Public

KENDALL MATHEA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144003566
MY COMMISSION EXPIRES JANUARY 28, 2018